

REMARKS

This request for reconsideration with amendment is in response to the Non-Final Office Action of September 13, 2007 in which claims 1-8, 11-13, 15-26, 28-33 and 36-41 were rejected. All amendments in the claims are minor for clarification purposes only and do not introduce any new matter.

In Sections 5 and 6 of the OA the Examiner objected to claim 36 and 33. Correction required by the Examiner are made. In claim 33 the word "medium" is replaced with the word "structure" in order to follow exactly the terminology used in the specification.

In Section 9, claims 19-26, 28-32 and 36-41 are rejected under 35 U.S.C. 101. The applicant strongly disagrees with this rejection and do not see anything wrong with these claims which are drafted in accordance with corresponding USPTO rules and statutes and comprise a functional structure and contain a statutory subject matter. **The Office has a burden of proof to show on the contrary. The Office is requested to provide explanations.** When the Examiner was contacted by the telephone to explain the rationale for this rejection stated in the present Office Action, he did not provide an answer or a justification. He suggested to set up an interview with the Supervisory Examiner where they can better explain (or define) their point of view. The Applicant is of opinion that the Office should provide justification for the rejection in the Office Action first and the interview could be set up based on the facts presented by the Office, if necessary, after applicant's review of the facts presented by the Office. This message was communicated to a Supervisory Examiner in a

subsequent telephone conversation, such that if the Office still disagrees with the arguments presented by the applicant in this communication, the interview can be set then.

In Section 10, claims 1, 19, 33, 36 and 38 are rejected under 35 U.S.C. 112, first paragraph. The applicant disagrees with the Office point of view in regard to "sending" vs. "re-sending" because any of these terms should be interpreted in view of the claim content and it would be clear to a person skilled in the art from the claim content what is meant by any of these terms (sometimes different words (e.g., synonyms) can be used to express the same idea). However, the applicant chooses to amend "send" to "re-send" as submitted herein, as requested by the Examiner.

In Section 11, claims 1-8, 11-13, 18-26, 30-33 and 36-41 were rejected under 35 U.S.C. 103(a) as being unpatentable over Kalke, U.S. Patent Application Publication 2004/0137890 in view of Muramatsu et al., U.S. Patent Application Publication 2006/0155803.

In Section 43, claims 15-17 and 29, were rejected under 35 U.S.C. 103(a) as being unpatentable over Kalke and Muramatsu et al. and in view of Martin et al., U.S. Patent Application Publication 2003/0023849.

The applicant is in disagreement with the Office on this rejections and is of opinion that the Examiner's arguments are inaccurate. For example, in regard to claim 1 and other independent claims the Examiner stated that Kalke teaches "receiving by the terminal, in response to said sending the access-request signal, an identity of said help-portal server using a chain of trust comprising at least two consecutive

exchanges of information between trusted elements of the network and the terminal", as recited in claim 1.

First, the Examiner again reversed himself because in the Office Action of May 14, 2007 on page 4, section 10 he stated that Kalke does not teach provisioning for a chain of trust, but in the preset office action, however, the Examiner stated the opposite. By the way, this is not the first time the Examiner reversed himself (see, e.g., Revised Amendment B submitted to the USPTO on September 27, 2006, page 15, last paragraph).

Secondly, the arguments presented by the Examiner are inaccurate (based on the Examiner's own opinion of May 14, 2007). Kalker does not talk or even hint about trusting elements or chain of trust in Paragraphs 84-89 and 149, contrary to what is alleged by the Examiner. The Examiner stated that "self-activation" disclosed in paragraph 149 of Kalke is equivalent to HLR being "trusted". Again the Examiner is contradicting himself: the Examiner stated in the Office Action that there is a significant difference between the terms "send" and "re-send", but equated the terms "self-activation" and "chain of trust". The applicant is of opinion that the term "self-activation" of Kalker is different from the notion of trust in the context of plug and play procedure, as disclosed in the present invention. Also nothing is said by Kalke about other trusted elements of the network and the terminal (assuming for the sake of argument only that "self-activation" of Kalke is the same as "trust" in the frame of the present invention) in order to form "a chain of trust" recited in claim 1 (and other independent claims of the present invention). The Examiner further stated that "self-activation" of HLR provides "the chain of trust" which is

totally unsubstantiated because, e.g., claims 1 of the present invention clearly rstates "chain of trust comprising at least two consecutive exchanges of information between trusted elements of the network and the terminal". Kalke does not show that at all. Therefore Examiner's arguments do not have any ground and the burden of proof is on the USPTO Office to show the relevance of Kalke to the present invention describing plug and play procedure using said chain of trust.

More arguments can be presented by the applicant in regard to combining teaching of Kalke, Muramatsu et al and Martin et al, as well as in reference to specific limitations of dependent claims if requested by the Office. In that regard, some arguments were already presented in the responses to the previous Office Actions on the merits in this case.

The rejections of the Official Action of September 13, 2007, having been obviated or shown to be inapplicable, withdrawal thereof is requested, and passage of claims 1-8, 11-13, 15-26, 28-33 and 36-41 to issue is solicited.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A. Frenkel', written in a cursive style.

Anatoly Frenkel
Agent for the Applicant
Registration No. 54,106

WARE, FRESSOLA, VAN DER SLUYS
& ADOLPHSON LLP
755 Main Street, P.O. Box 224
Monroe, Connecticut 06468
(203) 261-1234